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RECORDATION REQUESTED BY:

RBS CITIZENS, N.A.
One Citizens Drive
Riverside, RI 02915



Doc#: 1005746045 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/26/2010 01:17 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

RBS CITIZENS, N.A.
Attn: Servicing Dept.
443 Jefferson Boulevard JBW 212
Warwick, RI 02886

THIS INSTRUMENT PREPARED BY:

RBS CITIZENS, N.A.
443 Jefferson Boulevard
Warwick, RI 02886

620395

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of 2nd, of February, 2010 by and between and Jack A Derkacy and Sharon A Derkacy of Orland Park, IL (the "Grantors") and RBS Citizens, N.A., a national banking association, One Citizens Drive, Riverside RI 02915 (the "Lender").

TICOR TITLE *2/2*

Background

A. The Grantors granted to the Lender a Mortgage dated April 16, 2008 and recorded May 7, 2008 as Instrument No. 0812804136 in the Office of the Cook County Recorder of Deeds (the "Mortgage") creating a mortgage on certain land and premises described in EXHIBIT A attached hereto and made a part hereof and commonly known as 13637 Ishnaia Drive; Orland Park, IL 60462 (the "Property").

B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated April 16, 2008 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) (the "Agreement").

C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$200,000.00 to 114,000.00 upon the terms and subject to the conditions of this Amendment.

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D. The Grantor and the Lender desire to clarify and confirm that the Mortgage secures the obligations evidenced by the Agreement up to a maximum amount of \$114,000.00.

NOW, THEREFORE,

In consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. References: Defined Terms. All capitalized terms used herein and defined in the foregoing Recitals shall have the meanings given to such terms in the foregoing Recitals. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Mortgage.

Section 2. Mortgage to secure amount of credit up to \$114,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated April 16, 2008, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$114,000.00, plus interest, collection costs, attorney fees, and other amount due under the Agreement.

Section 3. No Other Changes. Except as modified by this Amendment, the terms of the Mortgage shall remain in full force and effect as modified by this Amendment, and the Mortgage shall continue to encumber the Property.

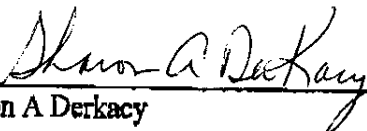
Section 4. Acceptance by Lender and Grantors. By their execution of this Amendment, the Lender and the Grantors accept and approve this First Amendment to Mortgage.

IN WITNESS WHEREOF, the Grantors have executed or caused this Amendment to be executed effective as of the 12 of February, 2010.

GRANTORS



Jack A Derkacy

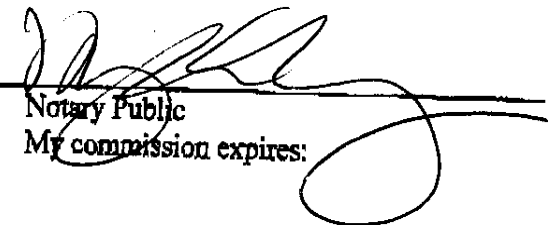


Sharon A Derkacy

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I MARY ANN BUNNELL, certify that Jack A Derkacy and Sharon A Derkacy personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.

Before me: 
Notary Public
My commission expires:



Property of Cook County Clerk's Office

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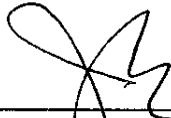
ACCEPTANCE BY LENDER

By its signature below, the Lender accepts, acknowledges and agrees to the First Amendment to Mortgage as set forth in the First Amendment to Mortgage to which this is attached.

IN WITNESS WHEREOF, the Lender has executed or caused this Agreement to be executed this 2nd day of February, 2010.

LENDER


RBS CITIZENS, N.A.

By: 

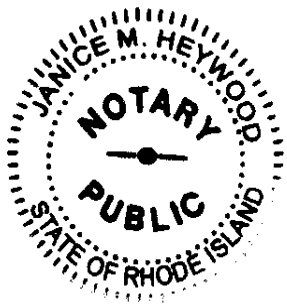
 John Endslow
 Its: Assistant Vice President and
 Duly Authorized Agent

STATE OF RHODE ISLAND)
) ss.
 COUNTY OF KENT)

At Warwick, in said County, on this 2nd day of February, 2010, personally appeared John Endslow, a duly authorized agent of RBS CITIZENS, N.A., and s/he acknowledged this instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of RBS CITIZENS, N.A.



 Notary Public: Janice M Heywood
 My Commission Expires: October 28, 2010



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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000620395 OC
STREET ADDRESS: 13637 ISHNALA DRIVE
CITY: ORLAND PARK **COUNTY:** COOK COUNTY
TAX NUMBER: 27-01-107-018-0000

LEGAL DESCRIPTION:

LOT 3 IN GALLAGHER AND HENRY'S ISHNALA UNIT NO. 10, BEING A RESUBDIVISION OF LOTS 16, 17 AND 18 IN GALLAGHER AND HENRY'S ISHNALA UNIT NO. 6, AND OF LOTS 19 AND 20 IN GALLAGHER AND HENRY'S ISHNALA UNIT NO. 9 IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 27328499, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

3 DEED NO.
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